DP02-1D

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):	Michael F. Braitberg, Steven B. Volk, Daniel R. Zaharris, David H. Davies		
Assignee:	DataPlay, Inc.		
Title:	Combination Mastered and Writeable Medium and Use in Electronic Internet Appliance		
Serial No.:	09/721,587	Filing Date:	November 21, 2000
Examiner:	Unknown	Group Art Unit:	
Docket No.:	M-8531-1D US		

Irvine, California
March 20, 2003

COMMISSIONER FOR PATENTS
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez
MacPherson Kwok Chen & Heid LLP
2001 Gateway Place, Suite 195E
San Jose, CA 95110
Phone: (949) 752-7040
Fax: (408) 392-9250 62

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

BEST AVAILABLE COPY

Received from < 9497527049 > at 8/6/03 7:28:45 PM [Eastern Daylight Time]

patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Michael F. Braitberg To: DataPlay.com
2. From: Steven B. Volk To: DataPlay.com
3. From: Daniel R. Zaharris To: DataPlay.com
4. From: David H. Davies To: DataPlay.com

The document was recorded in the United States Patent and Trademark Office at Reel 010698 Frame 0223. A copy of the document is attached.

5. From: DataPlay.com To: DataPlay, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 013057 Frame 0044. A copy of the document is attached.

6. From: DataPlay, Inc. To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423. A copy of the document is attached

7. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

DPHI Acquisitions, Inc.

By: Jeffrey L. Roberts
(Signature)

Name: ~~William J. Almon, Jr.~~

Title: ~~President & CEO~~
JEFFREY L. ROBERTS
DIRECTOR, FINANCE

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4154-2

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 15, 2000

PTAS

101325860A

SHERIDAN ROSS
RICHARD L. HUGHES
1560 BROADWAY
SUITE 1200
DENVER, CO 80202-5141

RECEIVED
JUN 23 2000
SHERIDAN ROSS P.C.

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/17/2000 REEL/FRAME: 010698/0223
NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
BRAITBERG, MICHAEL F. DOC DATE: 02/29/2000

ASSIGNOR:
VOLK, STEVEN B. DOC DATE: 02/29/2000

ASSIGNOR:
ZAHARRIS, DANIEL R. DOC DATE: 02/29/2000

ASSIGNOR:
DAVIES, DAVID H. DOC DATE: 02/29/2000

ASSIGNEE:
DATAPLAY.COM
6200 LOOKOUT ROAD
BOULDER, COLORADO 80302

SERIAL NUMBER: 09527982 FILING DATE: 03/17/2000
PATENT NUMBER: ISSUE DATE:

EXHIBIT A

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010698/0223 PAGE 2

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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ASSIGNMENT

WHEREAS, we, Michael F. Braitberg of 440 Broken Fence Road, Boulder, Colorado 80302; Steven B. Volk of 3805 Norwood Court, Boulder, Colorado 80304; Daniel R. Zaharris of 7329 Mount Meeker Road, Longmont, Colorado 80503; and David H. Davies of 848 Walnut, Boulder, Colorado 80302, have invented a certain new and useful invention entitled COMBINATION MASTERED AND WRITEABLE MEDIUM AND USE IN ELECTRONIC BOOK INTERNET APPLIANCE, for which an application for Letters Patent of the United States has been prepared for filing, said application being identified as Attorney File No. 4154-2 and executed on even date herewith;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, DataPlay.com, a Delaware corporation having a place of business at 6200 Lookout Road, Boulder, Colorado 80301, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than DataPlay.com and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to DataPlay.com, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 2/29/00 By: Michael F. Braitberg
Michael F. Braitberg

Date: 2-29-00 By: Steven B. Volk
Steven B. Volk

Received from < 9497527049 > at 8/6/03 7:28:45 PM [Eastern Daylight Time]

Date: 2-29-00 By: Daniel R. Zaharris

Date: 2/29/00 By: David H. Davies

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared Michael F. Braitberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 29 day of February, 2000.

Carol Meyer
Notary Public

My Commission Expires: 7-29-2002

CAROL MEYER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 07/29/2002

Received from < 9497527049 > at 8/6/03 7:28:45 PM [Eastern Daylight Time]

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared Steven B. Volk, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 29 day of February, 2000.

Carol Meyer
Notary Public

My Commission Expires: 7-29-2002

CAROL MEYER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 07/29/2002

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared Daniel R. Zaharris, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 29 day of February, 2000.

Carol Meyer
Notary Public

My Commission Expires: 7-29-2002

CAROL MEYER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 07/29/2002

Received from < 9497527049 > at 8/6/03 7:28:45 PM [Eastern Daylight Time]

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared David H. Davies, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 29 day of February, 2000.

Carol Meyer
Notary Public

My Commission Expires: 7-29-2002

CAROL MEYER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 07/29/2002

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M-8531 US

UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 06, 2002

SKJERVEN MORILL LLP
GARY J. EDWARDS
25 METRO DRIVE, SUITE 700
SAN JOSE, CA 95110

PTAS RECEIVED by Docket Dept. SEP 16 2002

Under Secretary of Commerce For Intellectual Property and Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

102148736A

Skjerven, Morrill LLP

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 06/14/2002
REEL/FRAME: 013057/0044
NUMBER OF PAGES: 4

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
DATAPLAY.COM
DOC DATE: 03/15/2000

ASSIGNEE:
DATAPLAY, INC.
2560 55TH STREET
BOULDER, COLORADO 80301-5706

SERIAL NUMBER: 09527982
FILING DATE: 03/17/2000
PATENT NUMBER:
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ATTORNEY: JEP/GJE
ACTION: DUE:
ACTION: DUE:
ACTION: DUE:
DOCKETED BY: KD DATE: 9-16-02
FORM LETTER: YES / NO

EXHIBIT B

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UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

AUTHORIZATION TO CHARGE ADDITIONAL FEES TO DEPOSI

102148736B

SEPTEMBER 06, 2002

TO: OFFICE OF FINANCE

FROM: ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

SUBJECT: DEPOSIT ACCOUNT CHARGE(S)

CHARGE THE DEPOSIT ACCOUNT LISTED BELOW ADDITIONAL FEE(S) AS INDICATED BELOW. AUTHORIZATION TO CHARGE ADDITIONAL FEES HAS BEEN PROVIDED PER THE ATTACHED COVER SHEET, OR BY DIRECT CONTACT WITH THE CUSTOMER.

DEPOSIT ACCOUNT NUMBER: 192386
PROPERTY NUMBER: 09527982

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRADEMARK SERVICE FEES:	FEE CODE:
RECORDING FIRST MARK	481
RECORDATION SECOND AND SUBSEQUENT MARK IN SAME DOCUMENT	482
LABOR CHARGES FOR SERVICES PER HOURS OR FRACTION THEREOF	484
UNSPECIFIED OTHER SERVICES	485

PATENT SERVICE FEES:	
RECORDING EACH PATENT ASSIGNMENT, AGREEMENT, OTHER PAPER, PER PROPERTY	581
LABOR CHARGES FOR SERVICES PER HOUR ($30) OR FRACTION THEREOF	584
UNSPECIFIED OTHER SERVICES	585

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RECOR 07-10-2002 U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

JUN 14 2002

102148736

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(a) DataPlay.com
6200 Lookout Road
Boulder, CO 80302

6.14.02

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: DataPlay, Inc.
Street Address: 2560 55th Street
City: Boulder CO 80301-5706
Country: U.S.A.

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☒ Change of Name
☐ Other

Execution Date: March 15, 2000

Name and address of receiving party(ies):

Name:
Street Address:
City: State: Zip:
Country:

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) - 09/527,982

Title: Optical Recording Medium Having A Mastered Data Area And A Writeable Data Area

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary J. Edwards
Internal Address: SKJERVEN MORRILL LLP
Street Address: 25 METRO DRIVE, SUITE 700
City SAN JOSE State CA Zip 95110

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): $40.00

☒ Authorized to be charged to Deposit Account 19-2386

☒ Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E. Parsons 34,691
Name of Person Signing

Jas E Parsons
Signature

6/14/02
Date

Total number of pages including cover sheet, attachments, and documents: 3

874106

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JUN 14 2002 PATENT & TRADEMARK OFFICE

State of Delaware
Certificate of Amendment of
Restated Certificate of Incorporation of
DataPlay.com, Inc.

It is hereby certified that:

First: The name of the corporation (hereinafter called the "corporation") is DataPlay.com, Inc.

Second: Article I of the Certificate of Incorporation is hereby amended by striking out Article I thereof and substituting in lieu of said Article the following new Article I:

"I

The name of this corporation is DataPlay, Inc."

Third: The foregoing amendment to the Restated Certificate of Incorporation of the corporation has been duly adopted by the directors and stockholders of the corporation in accordance with provisions of Sections 141, 228, and 242 of the General Corporation Law of the State of Delaware.

Fourth: The capital of said corporation shall not be reduced under or by reason of said amendment.

Signed on March 15, 2000.

Richard L. Mohr, Secretary

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State of Delaware

Office of the Secretary of State

OIPE JC87
JUN 14 2002
PATENT & TRADEMARK OFFICE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DATAPLAY.COM, INC.", CHANGING ITS NAME FROM "DATAPLAY.COM, INC." TO "DATAPLAY, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2000, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2955273 8100

001138344

AUTHENTICATION: 0326491

DATE: 03-21-00

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JUN 14 2002 PATENT AND TRADEMARK OFFICE

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(a) DataPlay.com
6200 Lookout Road
Boulder, CO 80302

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: DataPlay, Inc.
Street Address: 2560 55th Street
City: Boulder CO 80301-5706
Country: U.S.A.

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☒ Change of Name
☐ Other

Execution Date: March 15, 2000

Name and address of receiving party(ies):

Name:
Street Address:
City: State: Zip:
Country:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) - 09/527,982

Title: Optical Recording Medium Having A Mastered Data Area And A Writeable Data Area

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary J. Edwards
Internal Address: SKJERVEN MORRILL LLP
Street Address: 25 METRO DRIVE, SUITE 700
City SAN JOSE State CA Zip 95110

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): $40.00

☒ Authorized to be charged to Deposit Account 19-2386

☒ Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E. Parsons 34,691
Name of Person Signing

Jas E Parsons
Signature

6/14/02
Date

Total number of pages including cover sheet, attachments, and documents: 3

874106

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UNITED STATES PATENT AND TRADEMARK OFFICE

Chief Information Officer
Washington, DC 20231
www.uspto.gov

MAR 20. 2002 PTAS

SILICON VALLEY BANK
SHANNON HUBBARD
LOAN DOCUMENTATION HA155
3003 TASMAN DR.
SANTA CLARA, CA 95054

101971997A

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RECORDATION DATE: 01/29/2002

REEL/FRAME: 012493/0423
NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
DATAPLAY, INC.

DOC DATE: 12/20/2001

ASSIGNEE:
SILICON VALLEY BANK
3003 TASMAN DR.
LOAN DOCUMENTATION HA155
SANTA CLARA, CALIFORNIA 95054

SERIAL NUMBER: 09315398
PATENT NUMBER:

FILING DATE: 05/20/1999
ISSUE DATE:

SERIAL NUMBER: 09753356
PATENT NUMBER:

FILING DATE: 03/15/2001
ISSUE DATE:

SERIAL NUMBER: 09753109
PATENT NUMBER:

FILING DATE: 12/29/2000
ISSUE DATE:

SERIAL NUMBER: 09527982
PATENT NUMBER:

FILING DATE: 03/17/2000
ISSUE DATE:

D0C9159 11000771G7 11001C3157
11007379J 11000752GJ 11001C3295
11007340B 11000752Z2 11001C9884

EXHIBIT C

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SERIAL NUMBER: 09721587 PATENT NUMBER:	•	✓ FILING DATE: 11/21/2000 ISSUE DATE:	M-8531-ID
SERIAL NUMBER: 09393899 PATENT NUMBER:	•	✓ FILING DATE: 09/10/1999 ISSUE DATE:	M-8532
SERIAL NUMBER: 09393150 PATENT NUMBER:	•	✓ FILING DATE: 09/10/1999 ISSUE DATE:	✓ M-8536
SERIAL NUMBER: 09652975 PATENT NUMBER:	•	✓ FILING DATE: 08/31/2000 ISSUE DATE:	M-9802
SERIAL NUMBER: 09548128 PATENT NUMBER:	•	✓ FILING DATE: 04/12/2000 ISSUE DATE:	M-8746
SERIAL NUMBER: 09560781 PATENT NUMBER:	•	FILING DATE: 04/28/2000 ISSUE DATE:	M-8778
SERIAL NUMBER: 09457104 PATENT NUMBER:	•	FILING DATE: 12/07/1999 ISSUE DATE:	M-8535
SERIAL NUMBER: 09489084 PATENT NUMBER:	•	FILING DATE: 01/21/2000 ISSUE DATE:	M-8532-IP
SERIAL NUMBER: 09557284 PATENT NUMBER:	•	✓ FILING DATE: 04/24/2000 ISSUE DATE:	M-8745
SERIAL NUMBER: 09854333 PATENT NUMBER:	•	FILING DATE: 05/11/2001 ISSUE DATE:	M-9998-IP
SERIAL NUMBER: 09540657 PATENT NUMBER:	•	FILING DATE: 03/31/2000 ISSUE DATE:	M-8535-IP
SERIAL NUMBER: 09544370 PATENT NUMBER:	•	FILING DATE: 04/06/2000 ISSUE DATE:	M-8383
SERIAL NUMBER: 09552288 PATENT NUMBER:	•	✓ FILING DATE: 04/19/2000 ISSUE DATE:	M-8382
SERIAL NUMBER: 09539842 PATENT NUMBER:	•	FILING DATE: 03/31/2000 ISSUE DATE:	M-8374
SERIAL NUMBER: 09539842 PATENT NUMBER:	•	FILING DATE: 03/31/2000 ISSUE DATE:	M-8375
SERIAL NUMBER: 09583443 PATENT NUMBER:	•	FILING DATE: 05/30/2000 ISSUE DATE:	M-8776
SERIAL NUMBER: 09542681 PATENT NUMBER:	•	FILING DATE: 04/03/2000 ISSUE DATE:	M-8379
SERIAL NUMBER: 09583390 PATENT NUMBER:	•	FILING DATE: 05/30/2000 ISSUE DATE:	M-8381

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SEP-27-2002 FRI 02:50 PM SVB LOAN DOCS 2

011493/3423 PAGE 3

SERIAL NUMBER: 09542510 PATENT NUMBER:	FILING DATE: 04/03/2000 ISSUE DATE:
SERIAL NUMBER: 09582133 PATENT NUMBER:	FILING DATE: 05/30/2000 ISSUE DATE:
SERIAL NUMBER: 09583452 PATENT NUMBER:	FILING DATE: 05/30/2000 ISSUE DATE:
SERIAL NUMBER: 60264391 PATENT NUMBER:	FILING DATE: 01/25/2001 ISSUE DATE:
SERIAL NUMBER: 09680106 PATENT NUMBER:	FILING DATE: 10/04/2000 ISSUE DATE:
SERIAL NUMBER: 09679941 PATENT NUMBER:	FILING DATE: 10/04/2000 ISSUE DATE:
SERIAL NUMBER: 09675572 PATENT NUMBER:	FILING DATE: 09/29/2000 ISSUE DATE:
SERIAL NUMBER: 09745597 PATENT NUMBER:	FILING DATE: 12/21/2000 ISSUE DATE:
SERIAL NUMBER: 09815293 PATENT NUMBER:	FILING DATE: 03/21/2001 ISSUE DATE:
SERIAL NUMBER: 09745399 PATENT NUMBER:	FILING DATE: 12/21/2000 ISSUE DATE:
SERIAL NUMBER: 09764026 PATENT NUMBER:	FILING DATE: 01/16/2001 ISSUE DATE:
SERIAL NUMBER: 09746265 PATENT NUMBER:	FILING DATE: 12/21/2000 ISSUE DATE:
SERIAL NUMBER: 09730647 PATENT NUMBER:	FILING DATE: 12/05/2000 ISSUE DATE:
SERIAL NUMBER: 09666616 PATENT NUMBER:	FILING DATE: 09/20/2000 ISSUE DATE:
SERIAL NUMBER: 09900722 PATENT NUMBER:	FILING DATE: 07/06/2001 ISSUE DATE:
SERIAL NUMBER: 09666627 PATENT NUMBER: 4609021	FILING DATE: 9/20/2000 ~~10/04/1984~~ ISSUE DATE: 09/02/1986
SERIAL NUMBER: 09764042 PATENT NUMBER:	FILING DATE: 01/16/2001 ISSUE DATE:
SERIAL NUMBER: 09802708 PATENT NUMBER:	FILING DATE: 03/08/2001 ISSUE DATE:

011695 0715

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SERIAL NUMBER: 09940083 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-9743
SERIAL NUMBER: 09846042 PATENT NUMBER:	FILING DATE: 05/01/2001 ISSUE DATE:	M-9848
SERIAL NUMBER: 09920004 PATENT NUMBER:	FILING DATE: 07/31/2001 ISSUE DATE:	M-11533
SERIAL NUMBER: 09872060 PATENT NUMBER:	FILING DATE: 06/01/2001 ISSUE DATE:	M-11585
SERIAL NUMBER: 09940174 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-12038
SERIAL NUMBER: 09940025 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-12039
SERIAL NUMBER: 09940035 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-12040
SERIAL NUMBER: 09940026 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-12041
SERIAL NUMBER: 09939896 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-12042
SERIAL NUMBER: 09939960 PATENT NUMBER:	FILING DATE: 08/27/2001 ISSUE DATE:	M-12043

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

EXHIBIT D

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execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASAE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

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TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

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SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003

Signature of Assignor

Carl F. Swanson, VP
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

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SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: 3-5-03

Signature of Assignor

John T. Greene Manager
Printed Name and Title

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